

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 19, 2005

Division: Growth Management

Bulk Item: Yes X No _____

Department: Planning

Staff Contact Person: Elizabeth Holloway

AGENDA ITEM WORDING:

Approval to advertise Request for Qualifications for professional services to manage and undertake the task of removing all Florida Exotic Pest Plant Council listed species within the Overseas Heritage Trail and Scenic Highway right of way, review and rank proposals and recommend a firm to the Board of County Commissioners.

ITEM BACKGROUND:

The Corridor Management Plan for the Florida Keys Scenic Highway recommends protection and preservation of natural resources along the corridor. The Florida Department of Environmental Protection through contract PL- 029 provides funds for the implementation of vegetation management along the US1 Corridor. The project is located along the Overseas Heritage Trail.

The Growth Management Division will solicit a Request for Qualification (RFQ) from qualified firms. A Selection Committee, consisting of representatives from the Florida Keys Scenic Highway Advisory Group will review written responses, possibly interview the top respondents(s) and recommend the top ranked firm to the Board of County Commissioners for approval.

PREVIOUS RELEVANT BOCC ACTION:

February 18, 2004 –Approval of 10 year FDEP Contract PL-029 for BIPM funding.

September 28, 2005- Approval of a grant task assignment with FDEP to contract for removal of invasive exotic plant species along the Florida Keys Overseas Heritage Trail on Florida DOT Right-of-Way.

CONTRACT/AGREEMENT CHANGES:

N/A.

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: \$192,300

BUDGETED: Yes X No _____

COST TO COUNTY: \$0

SOURCE OF FUNDS: FDEP Grant PL-029
FDOT Grant AI-893

REVENUE PRODUCING: Yes ___ No X

AMOUNT PER MONTH ___ **Year** ___

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X

Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE BIDDERS that on DATE TO BE DETERMINED the Monroe County Purchasing Office will open sealed Statements of Qualifications, for the completion of:

**PROFESSIONAL SERVICES TO MANAGE REMOVAL OF INVASIVE EXOTIC PLANT SPECIES ON THE
FLORIDA KEYS SCENIC HIGHWAY RIGHT-OF-WAY FOR MONROE COUNTY**
RFQ# _____

For specifications and submission requirements contact DemandStar by Onvia 1-800-711-1712 or through the website www.demandstar.com OR www.monroecounty-fl.gov. Additional questions should be directed to: Elizabeth Holloway Florida Keys Scenic Highway Coordinator, at 305/289-2521 or fax 305/289-2536.

Submitters must submit two (2) signed originals and six (6) copies of each RFQ Statement in a sealed envelope marked on the outside, "Sealed Bid for Professional Services to Manage Removal of Invasive Exotic Plant Species from the Florida Keys Scenic Highway in Monroe County" addressed and delivered either by person or by mail, preferably by special delivery, registered mail to:

Purchasing Office
1100 Simonton Street, Room 2-213
Key West, FL 33040

All RFQ Submissions must be received by the County Purchasing Office before DATE TO BE DETERMINED. Any bids received after this date and time will be automatically rejected. Faxed or emailed bids will also be automatically rejected.

All RFQ Statements must remain valid for a period of ninety (90) days. The Board will automatically reject the bid of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Sec. 287.133(3)(d), FS (1997).

All bids, including the recommendation of the County Administrator and the requesting Department Head, will be presented to the Board of County Commissioners of Monroe County, Florida, for final awarding or otherwise. The Board reserves the right to reject any and all bids, to waive informalities in any or all bids, and to readvertise for bids; and to separately accept or reject any item or items of bid and to award and/or negotiate a contract in the best interest of the County.

Dated at Key West this ____ day of ____, 2005.

Monroe County Purchasing Department

Publication dates

Citizen

Keynoter

Reporter

REQUEST FOR STATEMENT OF QUALIFICATIONS

PROFESSIONAL SERVICES TO MANAGE REMOVAL OF INVASIVE EXOTIC PLANT SPECIES ON THE FLORIDA KEYS SCENIC HIGHWAY RIGHT-OF-WAY FOR MONROE COUNTY

Introduction

The Growth Management Division of Monroe County, Florida invites firms to submit proposals to monitor and undertake removal of Florida Exotic Pest Plant Council-listed species (see FLEPPC.org, or contact Monroe County Growth Management Division for a list) within the Florida Keys Overseas Heritage Trail and Scenic Highway right-of-way. The Corridor Management Plan for the Scenic Highway requires protection and preservation of natural resources along the corridor, including development of a Vegetation Management Plan. The plan's first step is removal, monitoring and management of invasive exotic plants on the rights-of-way. The goal of this project is to allow natives to re-colonize, reduce maintenance costs, open scenic viewsheds and prevent the spread of invasive species by ROW maintenance activities.

Background

The Florida Keys Scenic Highway is a 106.5-mile corridor connecting the various island communities that make up the Florida Keys. Many public and private conservation landowners in the Florida Keys have been successful in removing invasive exotic species from their land. This project expands work done throughout the Keys along the Scenic Highway right-of-way. Following completion of the invasive exotic plant removal on the right-of-way, the Scenic Highway Advisory Group will be working with private landowners along the right-of-way to reduce seed sources on private lands.

A Corridor Advisory Group was established in 1996 as a sub-committee of Clean Florida Keys, Inc. a local non-profit organization. This group provided the forum for public and governmental participation and offered guidance in developing the corridor vision and management plan that resulted in State Scenic Highway designation in June 2001.

Since designation, corridor management has been the responsibility of the State Scenic Highway Advisory Group, 25 members representing public and private entities and stakeholders along the island chain. The participation is diverse and includes: the municipalities along the route—the City of Key West, the City of Marathon, the City of Key Colony Beach, the City of Layton, and Islamorada, Village of Islands; Monroe County; Florida Department of Transportation; Florida Department of Environmental Protection; Florida Keys Council on the Arts; Monroe County Tourist Development Council; Monroe County Historic Preservation Society; Clean Florida Keys, Inc. and representatives from the five Chambers of Commerce.

Project Location

The project is located entirely within the bounds of the Florida Department of Transportation's (FDOT) US Highway 1 right-of-way (ROW) and associated properties (i.e. bridge abutments and other FDOT-owned properties). The section of ROW covered by this project runs from the western end of Stock Island at MM 4 to MM 106.5 on Key Largo. The property is owned by the State of Florida and is managed by the FDOT and the FDEP Office of Greenway and Trails.

Scope of Services

The project consists of pulling or cutting all Florida Exotic Pest Plant Council (FLEPPC)-listed species within the ROW and associated properties, followed by herbicide application, and chipping and disposal of all resulting biomass. The professional services firm will manage the project including the scheduling of removal, labor, monitoring and reporting progress. The success of the project depends on the thoroughness of invasive exotic removal.

Typically, the ROW includes mowed and unmowed vegetation, ranging from grasses to large trees, on either side of the highway. Bridge abutments vary in their dimensions but are all part of the project. Every stretch of ROW has different species of concern but Brazilian pepper, Australian pine, Asiatic Colubrina, Lead Tree, Seaside Mahoe and non-native Scaevola are the most abundant.

Every exotic species listed by Florida EPPC will be either hand-pulled or cut down and treated with appropriate herbicide. Every effort shall be made to avoid damage to native vegetation or wildlife. The consultant is responsible for the initial treatment and removal of all the specified exotic species including trees, shrubs, vines, herbaceous plants and grasses regardless of the size or reproductive state of the plant.

Each cut plant will be cut as low to the ground as possible. A dye shall be used to facilitate identification of treated stems. Cuts will be made level to the ground to minimize herbicide runoff prior to absorption. The herbicide will be applied using a low-pressure spray to minimize drift and non-target damage. Within one (1) minute of stump preparation an appropriate herbicide will be applied.

All Lead Tree (*Leucaena leucocephala*) seed heads will be cut with hand shears, bagged and disposed of at the nearest transfer station. Transfer station receipts will be provided with reports as proof of compliance with this requirement.

The consultant will provide all materials for treatment (including herbicide and adjuvants) and ensure proper disposal of herbicide and adjuvant containers and will strictly adhere to all herbicide label application, precautionary, and safety statements.

All herbicide treatments shall be at least 95% effective in preventing re-sprout of treated plants. If 95% kill rate is not achieved for any area of the project after two (2) months past initial project completion; one additional treatment of the exotic plants in the problem area will be the responsibility of the contractor.

Additional plant treatment or removal and nonplant debris removal may be added to the project by mutual agreement as field conditions warrant and funds permit. Such agreements for additional work shall be made in writing and agreed to by signature of both parties.

While notice to proceed will be issued as soon as possible after the contract is final, the project timeframe may be adjusted depending on seasonal conditions. Prospective bidders must be herbicide applicators, certified by the Florida Department of Agricultural and Consumer Services, and in good standing with that Department. The County reserves the right to disqualify prospective bidders who have violations of the Rules of Chapter 62C-20, F.A.C., or other state or federal laws or regulations related to pesticide use or aquatic plant control resolved by mediation, Consent Order, or fine within the two (2) previous years.

Proposal Requirements

Format. The response format shall contain a letter of transmittal and the following three sections.

Content.

- 1) Report on the firm, including:
 - a. The history of the firm, its corporate structure and years in business;
 - b. Record of performance and professional accomplishments including: a description of similar work completed by the firm, any outstanding accomplishments of the firm, , and any outstanding accomplishments of the firm that relate directly to this type of work (please provide a reference for each work cited);
 - c. Technical, educational, license and training experience of the assigned staff and any anticipated subcontracted staff. Include the proposed function(s) of subcontractors.
- 2) Project Approach and Estimated Schedule. Provide a description including a statement that reflects a clear understanding of project needs based on the description above, a work plan that details the approach, activities necessary and estimated time frame and budget outlays to complete the project.
- 3) Additional information: Provide any additional pertinent information that would be helpful in the consideration of your response.

Selection Procedures

Screening. A selection committee will screen submitted proposals.

Interviews. Interviews may be conducted by the selection committee. If conducted, interviews will allow for a brief consultant presentation and follow with questions by committee members.

Selection/Notification. The selected consultant will be notified in writing. The Monroe County Board of County Commissioners may elect to negotiate a contract with a consultant that further details the scope and price of services to be performed. Monroe County reserves the right to reject any and all submittals, waive any irregularities, re-issue all or part of the RFP, and not award any contract, all at its discretion and without penalty.

Respondent/Bidder shall complete and execute the bid forms specified below and found at the designated pages in this **RFQ**, and shall include them in the proposal.

Response Form
Non-Collusion Affidavit
Lobbying and Conflict of Interest Clause
Drug Free Workplace

Copies of all professional and occupational licenses shall be included.

PROPOSAL REQUIREMENTS

Submitters must submit two (2) signed originals and six (6) copies of each RFQ Statement in a sealed envelope marked on the outside, "Sealed RFQ for PROFESSIONAL SERVICES TO MANAGE REMOVAL OF INVASIVE EXOTIC PLANT SPECIES ON THE FLORIDA KEYS SCENIC HIGHWAY RIGHT-OF-WAY FOR MONROE COUNTY" addressed and delivered either by person or by mail, preferably by special delivery, registered mail to:

Purchasing Office
1100 Simonton Street, Room 2-213
Key West, FL 33040

DISQUALIFICATION OF RESPONDENTS

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the bidders, the bid or proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$10,000.00
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with your bid or proposal may result in immediate disqualification of your bid or proposal.

EXAMINATION OF RFQ DOCUMENTS

- A. Each **Respondent** shall carefully examine the RFQ and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the contract.
- B. Should a **Respondent** find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the COUNTY.

INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent/Bidder as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents/Bidders prior to the established bid opening date. Each Respondent/Bidder shall acknowledge receipt of such addenda in the space provided therefore in the bid form. In case any Respondent/Bidder fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent/Bidder to verify that he has received all addenda issued before responses are opened.

GOVERNING LAWS AND REGULATIONS

The Respondent/Bidder is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

PREPARATION OF RESPONSES

Signature of the Respondent/Bidder: The Respondent/Bidder must sign the response forms in the space provided for the signature. If the Respondent/Bidder is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Respondent/Bidder is a corporation, the title of the officer signing the bid on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the bid must be submitted. The **Respondent/Bidder** shall state in the response the name and address of each person interested therein.

PENDING LITIGATION

The **Respondent/Bidder** shall describe any pending litigation in which the Respondent/Bidder is involved as a result of provision of any services which are described herein.

RESPONSIBILITY FOR RESPONSE

The Respondent/Bidder is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Calling for Qualifications/Bids. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondent/Bidders or their authorized agents are invited to be present.

DETERMINATION OF SUCCESSFUL RESPONDENT/BIDDER

The COUNTY reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the COUNTY. Responses which contain modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instruction to RESPONDENT/BIDDERS, and the contract documents, may be rejected at the option of the COUNTY.

AWARD OF CONTRACT

- A. The COUNTY reserves the rights to award separate contracts for each service area and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If responses are found to be acceptable by the OWNER, written notice will be given to the selected Respondent/Bidder(s) of the award of the contract(s).
- B. If the award of a contract is annulled, the COUNTY may award the contract to another Respondent/Bidder or the work may be re-advertised or may be performed by other qualified personnel as the COUNTY decides.
- C. A contract will be awarded to the Respondent/Bidder deemed to provide the services which are in the best interest of the COUNTY.
- D. The COUNTY also reserves the right to reject the response of a Respondent/Bidder who has previously failed to perform properly or to complete contracts of a similar nature on time.
- E. All responses, including the recommendations of the County Administrator, will be presented to the Board of County Commissioners of Monroe County, Florida, for final awarding or otherwise.

CERTIFICATE OF INSURANCE

The Contractor will be responsible for all necessary insurance coverage as indicated by an "X" on the attached forms identified as INSCKLST 1-5, and further detailed on forms GL1, VL1, GIR1 and WC1 in section . Certificates of Insurance must be provided to Monroe County within fifteen (15) days after award of bid, with Monroe County BOCC listed as additionally insured on all except Workers Compensation. If the proper insurance forms are not received within the fifteen (15) days, the contract may be awarded to the next selected Respondent/Bidder.

The Contractor shall defend, indemnify and hold harmless the County as outlined on the attached form identified as TCS1.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

NON-COLLUSION AFFIDAVIT

I, _____ of the city
of _____ according to law on my oath, and under penalty
of perjury, depose and say that;

1) I am _____, the bidder making the
Proposal for the project described as follows:

**PROFESSIONAL SERVICES TO MANAGE REMOVAL OF INVASIVE EXOTIC PLANT SPECIES ON
THE FLORIDA KEYS SCENIC HIGHWAY RIGHT-OF-WAY FOR MONROE COUNTY**

2) The prices in this bid have been arrived at independently without collusion,
consultation, communication or agreement for the purpose of restricting competition, as to any
matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have
not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder
prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person,
partnership or corporation to submit, or not to submit, a bid for the purpose of restricting
competition;

5) The statements contained in this affidavit are true and correct, and made with full
knowledge that Monroe County relies upon the truth of the statements contained in this affidavit
in awarding contracts for said project.

STATE OF _____
(Signature of Bidder)

COUNTY OF _____
DATE _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, (name of
individual signing) affixed his/her signature in the space provided above on this

_____ day of _____, 20_____.

_____ My commission expires: _____
NOTARY PUBLIC

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____ (signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed
his/her

signature (name of individual signing) in the space provided above on this _____
day of

_____, 20____.

_____ My commission expires: _____

NOTARY PUBLIC

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

INSURANCE REQUIREMENTS

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements

For Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in the contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

GIR1

Administration Instruction
#4709.2

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County-prepared form entitled, "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

GIR1

Administration Instruction
#4709.2

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT:**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT:**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT:**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$50,000 per Person
\$100,000 per Occurrence
\$25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL**

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential, and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured**—If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

and

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirements** form should be completed and submitted for consideration with the proposal.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny the Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision-making authority.

MONROE COUNTY, FLORIDA

**Request For Waiver
of
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Contractor: _____

Contract for: _____

Address of Contractor: _____

Phone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver
will apply to: _____

Signature of Contractor: _____

Approved _____ Not Approved _____

Risk Management: _____

Date: _____

County Administrator appeal: _____

Approved _____ Not Approved _____

Date: _____

Board of County Commissioners appeal: _____

Approved _____ Not Approved _____

Meeting Date: _____

MONROE COUNTY, FLORIDA

**INSURANCE CHECKLIST
FOR
VENDORS SUBMITTING PROPOSALS
FOR WORK**

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign the form and submit it with each proposal.

**WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY**

	<u> X </u>	Workers' Compensation	Statutory Limits
WC1	<u> X </u>	Employers Liability	\$100,000/\$500,000/\$100,000
WC2	<u> </u>	Employers Liability	\$500,000/\$500,000/\$500,000
WC3	<u> </u>	Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000
WCUSLH	<u> </u>	US Longshoremen & Harbor Workers Act	Same as Employers' Liability
WCJA	<u> </u>	Federal Jones Act	Same As Employers' Liability

GENERAL LIABILITY

As a minimum, the required general liability coverage will include:

- Premises Operations
- Blanket Contractual
- Expanded Definition Of Property Damage
- Products and Completed Operations
- Personal Injury

Required Limits:

GL1	<u> X </u>	\$100,000 per Person; \$300,000 per Occurrence \$50,000 Property Damage or \$300,000 Combined Single Limit
GL2	<u> </u>	\$250,000 per Person; \$500,000 per Occurrence \$50,000 Property Damage or \$500,000 Combined Single Limit
GL3	<u> </u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
GL4	<u> </u>	\$5,000,000 Combined Single Limit

Required Endorsement:

GLXCU	<u> </u>	Underground, Explosion and collapse (XCU)
GLLIQ	<u> </u>	Liquor Liability
GLS	<u> </u>	Security Services

All endorsements are required to have the same limits as the basic policy

VEHICLE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-owned; and hired Vehicles

Required Limits:

VL1	<u> X </u>	\$50,000 per Person; \$100,000 per Occurrence \$25,000 Property Damage or \$100,000 Combined Single Limit
VL2	<u> </u>	\$100,000 per Person; \$300,000 per Occurrence \$ 50,000 Property Damage or \$300,000 Combined Single Limit
VL3	<u> </u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
VL4	<u> </u>	\$5,000,000 Combined Single Limit

MISCELLANEOUS COVERAGES

BR1	<u> </u>	Builders' Risk	Limits equal to the completed project
MVC	<u> </u>	Motor Truck Cargo	Limits equal to the maximum value of any one shipment
PRO1	<u> </u>	Professional Liability	\$ 250,000 per Occurrence/\$ 500,000 Agg.
PRO2	<u> </u>		\$ 500,000 per Occurrence/\$1,000,000 Agg.
PRO3	<u> </u>		\$1,000,000 per Occurrence/\$2,000,000 Agg.
POL1	<u> </u>	Pollution	\$ 500,000 per Occurrence/\$ 1,000,000 Agg.
POL2	<u> </u>	Liability	\$1,000,000 per Occurrence/\$ 2,000,000 Agg.
POL3	<u> </u>		\$5,000,000 per Occurrence/\$10,000,000 Agg.
ED1	<u> </u>	Employee	\$ 10,000
ED2	<u> </u>	Dishonesty	\$100,000
GK1	<u> </u>	Garage	\$ 300,000 (\$ 25,000 per Veh)
GK2	<u> </u>	Keepers	\$ 500,000 (\$100,000 per Veh)
GK3	<u> </u>		\$1,000,000 (\$250,000 per Veh)

MED1	_____	Medical	\$ 250,000/\$ 750,000 Agg.
MED2	_____	Professional	\$ 500,000/\$ 1,000,000 Agg.
MED3	_____		\$1,000,000/\$3,000,000 Agg.
MED4	_____		\$5,000,000/\$10,000,000 Agg.
IF	_____	Installation Floater	Maximum value of Equipment Installed
VLP1	_____	Hazardous	\$ 300,000 (Requires MCS-90)
VLP2	_____	Cargo	\$ 500,000 (Requires MCS-90)
VLP3	_____	Transporter	\$1,000,000 (Requires MCS-90)
BLL	_____	Bailee Liability	Maximum Value of Property
HKL1	_____	Hangarkeepers	\$ 300,000
HKL2	_____	Liability	\$ 500,000
HKL3	_____		\$1,000,000
AIR1	_____	Aircraft	\$ 1,000,000
AIR2	_____	Liability	\$ 5,000,000
AIR3	_____		\$50,000,000
AE01	_____	Architects Errors	\$250,000 per Occurrence/\$500,000
Agg.			
AE02	_____	& Omissions	\$500,000 per Occurrence/\$1,000,000
Agg.			
AE03	_____		\$1,000,000 per Occurrence/\$3,000,000
Agg.			
EO1	_____	Engineers Errors	\$250,000 per Occurrence/\$ 500,000
Agg.			
EO2	_____	& Omissions	\$500,000 per Occurrence/\$1,000,000
Agg.			
EO3	_____		\$1,000,000 per Occurrence/\$3,000,000
Agg.			